

## CITY AUDITORIUM REGULATIONS

1. Rental fees: see attached schedule.
2. A performance is any show or program that charges a fee or exceeds 100 non-performers in the audience. Example: A group has two shows on one day; they will be billed for two performances (full venue).
3. Dress rehearsals are considered to be a regular performance when attendance exceeds 100 non-performers or when an admission is charged.
4. **The Lessee shall name the “The City of Concord as additionally insured”** to indemnify and hold the City of Concord harmless for persons and property resulting from the use of the City Auditorium by the Lessee. The Lessee shall also at its own expense, provide the City with a Certificate of Liability Insurance against accidents with limits of no less than \$1,000,000 combined single limit coverage. **This certificate must state under the Description: “The City of Concord is additionally insured.”** and must be delivered to the Public Properties Division before a rental date will be confirmed.
5. The Lessee agrees to obtain all necessary copyright licenses and to defend the City against all claims arising because of its failure to do so, and the renter further agrees to hold the City harmless from all loss, liability, damage and expense, including reasonable counsel fees, for which the City may become liable because of the failure of the renter to acquire a copyright license. The Auditorium is covered by the ASCAP license of the City of Concord.
6. The Public Properties Division of the General Services Department may contact the Concord Police Department to determine whether an officer will be needed in attendance on the nights of the performances. If it is determined that a Police Officer be in attendance, the Lessee will assume such cost. First time users are required to pay in advance for police services. Payment must be made by certified check one week prior to the use of the Auditorium.
7. The Lessee shall be responsible for the operation of the Auditorium during the contact period. The Lessee shall provide a certified House Manager who will be responsible for the operation of the house during each performance.
8. The Mason and Hamlin Grand Piano is not to be removed from the stage for any reason. The upright pianos in the orchestra pit and the reception lobby are not to be moved for any reason. The Lessee is responsible for the tuning of the pianos prior to their performances.
9. General stage and house lighting are controlled by the Unison box system. There are four Unison boxes in the building. The show lighting is controlled from the ETC light board in the tech booth and must be operated by an approved Stage Electrician. The Stage Electrician should operate circuit boxes located in both lobbies and backstage.
10. The Lessee is responsible for scheduling pre and post inspections with the Public Properties Division before moving into or out of the Auditorium. Call 603-230-3851 between 7 AM and 3:30 PM to set up a time. Pre and post inspections scheduled on a weekend will cost \$68.00 per inspection. If two scheduled users are able to schedule their inspections concurrently, then each user will be billed one-half the cost. If, after the inspection of the Auditorium by the Lessee and assigned person from Public Properties Division, it is determined that the Auditorium has not been properly cleaned or that physical damage has occurred, money for the costs incurred will be deducted from the clean-up/damage deposit. Any additional cost incurred will be billed to the Lessee.

11. All equipment, props, etc., owned by the Lessee must be removed from the premises the evening of the last performance unless other arrangements have been made with the Public Properties Division.
12. The following are not permitted in any area of the Auditorium: smoking, alcoholic beverages, Sterno, and loose glitter. Food and non-alcoholic beverages may be sold in the lobby, but are not permitted in the seating area. Pyrotechnics and open flames, i.e., candles, are not permitted in any part of the building. **THESE RULES WILL BE STRICTLY ENFORCED.**
13. No objects are to be fastened to the stage curtains, and they are not to be tied back, lowered or removed unless permission is obtained and work performed by the Public Properties Division. No objects are to be hung from the sprinkler pipes or fastened to the stage floor. Nothing is to be attached to the stained glass windows in the Reception Lobby.
14. The seating capacity of the Auditorium is 835-841, with seats reserved for the ushers and wheelchairs, to use throughout the Auditorium.
15. Facility modifications are prohibited. i.e., removal of seats, pipe railing, etc. User groups are prohibited from painting the stage any color except flat black.
16. Sound levels cannot exceed 95 db. A sound meter is available through the Friends of the Auditorium.
17. Confirmation by the renter is required 120 days prior. First time user fee must be fully paid upon reserving the facility.
18. For the theater, a cancellation fee will be charged for any cancellation from 120 to 90 days prior to scheduled event in the amount of 10% of the full charge; from 89 to 30 days 40% of the full charge; 29 days to 10 days 75% of full charge; nine days or less 100% of full charge.
19. Cancellation fee for the lobby will be forfeiture of the full charge of the lobby fee if no other lobby rental is made for that time and date.
20. A rehearsal may be bumped by an on-stage performance. The rehearsal date can be held if the client is willing to pay the rate of the performance being booked.

I have reviewed the above rules and regulations and will comply with all stipulations.

---

Signature

---

Organization

---

Date